

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APPLICA CONSUMER PRODUCTS, INC.		02/23/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	APPLICA WATER PRODUCTS, LLC		
Street Address:	3633 Flamingo Road		
City:	Miramar		
State/Country:	FLORIDA		
Postal Code:	33027		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78937323	BETTER WATER BY DESIGN	
Serial Number:	77585043	CLEAR2GO	
Serial Number:	78711118	CLEAR2O	
Serial Number:	77438727	CLEAR2O	
Serial Number:	77268283	CLEAR2O	
Serial Number:	77699247	DRINK CLEAN & GO GREEN	
CORRESPONDENCE DATA			
Fax Number:	(512)457-2100		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	512.457.2109		
Email:	AustinIP@kslaw.com		
Correspondent Name:	King & Spalding (74104.US / HDS)		
Address Line 1:	401 Congress Ave.		
Address Line 2:	Suite 3200		
Address Line 4:	Austin, TEXAS 78701		

CH \$165.00 78937323

900162480

TRADEMARK  
 REEL: 004208 FRAME: 0283

ATTORNEY DOCKET NUMBER:	74104
NAME OF SUBMITTER:	Heather D. Smith
Signature:	/hds/
Date:	05/18/2010
<b>Total Attachments: 4</b> source=Assignment_US#page1.tif source=Assignment_US#page2.tif source=Assignment_US#page3.tif source=Assignment_US#page4.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is by and between Applica Water Products, LLC., a limited liability company formed in accordance with the laws of Florida, located at 3633 Flamingo Road, Miramar, FL 33027 (the "Assignee"), and Applica Consumer Products, Inc., a corporation formed in accordance with the laws of Florida and located at 3633 Flamingo Road, Miramar, FL 33027 (the "Assignor").

WHEREAS, Assignor is the owner of all right, title and interest in and to the intellectual property and the corresponding registrations and/or applications for registration set forth on Exhibit A (collectively, the "IP"), together with the goodwill of the business connected with and symbolized by the IP; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the IP in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the IP (including, without limitation, the right to renew any registrations included in the IP, the right to apply for patent or trademark registrations within or outside the United States based in whole or in part upon the IP, and any priority right that may arise from the IP), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Patents or Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the IP.

This Intellectual Property Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

APPLICA CONSUMER PRODUCTS, INC.

  
\_\_\_\_\_  
Lisa Carstarphen  
Vice President and General Counsel

STATE OF FLORIDA :  
:  
COUNTY OF BROWARD :

On this 23 day of February, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared Lisa Carstarphen, known by me to be the person of the above name Applica Consumer Products, Inc. duly authorized to execute this Assignment and who signed and executed the foregoing instrument on behalf of Applica Consumer Products, Inc.

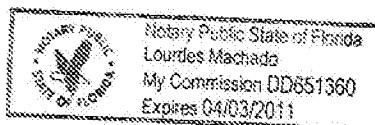
Given under my hand and seal of office this 23 day of February 2010.

My commission expires:

4/3/11

  
\_\_\_\_\_  
Notary Public

3633 Flamingo Road, Miramar, FL 33027  
Address



IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

APPLICA WATER PRODUCTS, LLC

By: Ivan R. Habibe

Title: V.P. and CFO

STATE OF FLORIDA :

COUNTY OF BROWARD :

On this 23 day of February, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared Ivan Habibe, known by me to be the person of the above name Applica Water Products, LLC, duly authorized to execute this Assignment and who signed and executed the foregoing instrument on behalf of Applica Water Products, LLC.

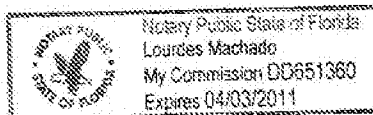
Given under my hand and seal of office this 23 day of February 2010.

My commission expires: 4/3/11

[Signature]

Notary Public

3633 Flamingo Road, Miramar, FL 33027  
Address



TRADEMARK

REEL: 004208 FRAME: 0287

EXHIBIT A

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.
BETTER WATER BY DESIGN	United States	78/937,323	3,529,305
CLEAR2GO (Stylized)	United States	77/585,043	-
CLEAR2O	United States	78/711,118	3,202,945
CLEAR2O & Design	United States	77/438,727	3,539,911
CLEAR2O (Stylized)	United States	77/268,283	3,554,914
DRINK CLEAN & GO GREEN	United States	77/699,247	3,692,483